

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form is approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. *SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.*

I. (a) PLAINTIFFS

Judith Locke

(b) County of Residence of First Listed Plaintiff Montgomery
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Travis L. Starks, Starks Law, 1700 Market St., Suite 105, Philadelphia, PA 19103, (267) 670-8051

DEFENDANTS

LVNV Funding, LLC, Resurgent Capital Services, LLC, Gentline & Keparas, LLC, Global Credit & Collection Corp.; Credit Control, LLC

County of Residence of First Listed Defendant

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

Lauren M. Burnette, Messer Strickler, Ltd., 12276 San Jose Blvd., Suite 718, Jacksonville, FL 32223

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 480 Banks and Banking <input type="checkbox"/> 480 Commerce <input type="checkbox"/> 480 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding ☒ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

15 USC 1692

Brief description of cause:

Fair Debt Collection Practices Act

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

JAN 22 2020

DATE
01/21/2020

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

20

376

DESIGNATION FORM

(to be used by counsel or pro se plaintiff to indicate the category of the case for the purpose of assignment to the appropriate calendar)

Address of Plaintiff: c/o Starks Law, Travis L. Starks, 1700 Market St., Suite 1005, Philadelphia, PA 19103Address of Defendant: c/o Lauren M. Burnette, Messer Strickler, Ltd., 12276 San Jose Blvd, Suite 718, Jacksonville, FL 32223Place of Accident, Incident or Transaction: Collegeville, PA**RELATED CASE, IF ANY:**

Case Number: _____ Judge: _____ Date Terminated: _____

Civil cases are deemed related when **Yes** is answered to any of the following questions:

- | | | |
|--|------------------------------|--|
| 1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action of this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |

I certify that, to my knowledge, the within case ☐ is ☒ is not related to any case now pending or within one year previously terminated action in this court except as noted above.DATE: 01/21/202092412*Attorney-at-Law / Pro Se Plaintiff**Attorney I.D. # (if applicable)***CIVIL: (Place a ✓ in one category only)****A. Federal Question Cases:**

- ☐ 1. Indemnity Contract, Marine Contract, and All Other Contracts
- ☐ 2. FEELA
- ☐ 3. Jones Act-Personal Injury
- ☐ 4. Antitrust
- ☐ 5. Patent
- ☐ 6. Labor-Management Relations
- ☐ 7. Civil Rights
- ☐ 8. Habeas Corpus
- ☐ 9. Securities Act(s) Cases
- ☐ 10. Social Security Review Cases
- ☒ 11. All other Federal Question Cases
(Please specify): Consumer Credit--FDCPA

B. Diversity Jurisdiction Cases:

- ☐ 1. Insurance Contract and Other Contracts
- ☐ 2. Airplane Personal Injury
- ☐ 3. Assault, Defamation
- ☐ 4. Marine Personal Injury
- ☐ 5. Motor Vehicle Personal Injury
- ☐ 6. Other Personal Injury (Please specify): _____
- ☐ 7. Products Liability
- ☐ 8. Products Liability -- Asbestos
- ☐ 9. All other Diversity Cases
(Please specify): _____

ARBITRATION CERTIFICATION

(The effect of this certification is to remove the case from eligibility for arbitration.)

I, _____, counsel of record or pro se plaintiff, do hereby certify:

☐ Pursuant to Local Civil Rule 53.2, § 3(c) (2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs:☐ Relief other than monetary damages is sought.JAN 22 2020

DATE: _____

*Attorney-at-Law / Pro Se Plaintiff**Attorney I.D. # (if applicable)*

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

CASE MANAGEMENT TRACK DESIGNATION FORM

JMY
Judith Locke, an individual, Plaintiff

CIVIL ACTION

v.

LVNV Funding, LLC, Resurgent Capital Services,
LP; Valentine & Kebartas, LLC; Global Credit &
Collection Corp.; and Credit Control, LLC, jointly
and severally, Defendants.

20 376
NO.

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ()
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ()
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. (X)
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ()
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ()
- (f) Standard Management – Cases that do not fall into any one of the other tracks. ()

January 21, 2020

Date


Attorney-at-law

LVNV Funding, LLC

Attorney for Defendant

(904) 527-1172

(904) 683-7353

lburnette@messerstrickler.com

Telephone

FAX Number

E-Mail Address

(Civ. 660) 10/02

JAN 22 2020

#400

JMY

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

JUDITH LOCKE, an adult individual,

20 376

Plaintiff,

v.

CASE NO.

LVNV FUNDING, LLC; RESURGENT
CAPITAL SERVICES, LP; VALENTINE
& KEBARTAS, LLC; GLOBAL CREDIT
& COLLECTION CORP.; and CREDIT
CONTROL, LLC, jointly and severally,

Defendants.

NOTICE OF REMOVAL

PLEASE TAKE NOTICE that on this date, Defendants LVNV Funding, LLC and Resurgent Capital Services, LP hereby remove the above-captioned matter to this Court from the Court of Common Pleas of Montgomery County and in support thereof aver as follows:

1. Defendant LVNV Funding, LLC is a Defendant in a civil action originally filed on October 25, 2019, in the Court of Common Pleas of Montgomery County, Pennsylvania titled *Judith Locke, an adult individual, v. LVNV Funding, LLC; Resurgent Capital Services, LP; Valentine & Kebartas, LLC; Global Credit & Collection Corp.; and Credit Control, LLC, jointly and severally*, and docketed to Case No. 2019-28731.

2. This removal is timely under 28 U.S.C. § 1446(b). LVNV received service of process by certified mail on December 23, 2019.

3. Pursuant to 28 U.S.C. § 1446(b), attached hereto as Exhibit A are copies of all process, pleadings and orders LVNV received in the state court action.

4. The United States District Court for the Eastern District of Pennsylvania has original jurisdiction over this action pursuant to 28 U.S.C. § 1331, in that Plaintiff filed claims

against the defendants alleging violations of the Fair Debt Collection Practices Act, 28 U.S.C. § 1692, *et seq.*

5. On this date, LVNV has provided notice of this Removal to all counsel and unrepresented parties, and to the Court of Common Pleas of Montgomery County, Pennsylvania.

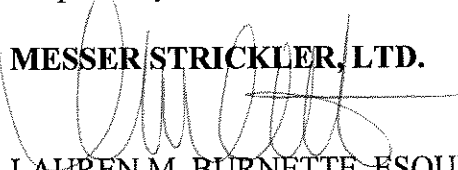
6. The undersigned respectfully represents that as of the date of this Notice, according to the Montgomery County Prothonotary, no return of service evidencing service of process upon any other defendant has been filed.

WHEREFORE, Defendants LVNV Funding, LLC and Resurgent Capital Services, LP respectfully remove this case to the United States District Court for the Eastern District of Pennsylvania.

Respectfully submitted,

MESSER STRICKLER, LTD.

By:


LAUREN M. BURNETTE, ESQUIRE
PA Bar No. 92412
12276 San Jose Blvd
Suite 718
Jacksonville, FL 32223
(904) 527-1172
(904) 683-7353 (fax)

lburnette@messerstrickler.com

*Counsel for Defendants LVNV Funding, LLC and
Resurgent Capital Services, LP*

Dated: January 21, 2020

CERTIFICATE OF SERVICE

I certify that on January 21, 2020, a true copy of the foregoing document was served as follows:

Via U.S. Mail, Postage Prepaid

Travis L. Starks
Vincent G. Trott
Starks Law
1700 Market St., Suite 1005
Philadelphia, PA 19103
Counsel for Plaintiff

Via Electronic Filing

Court of Common Pleas
Montgomery County
102 York Rd.
#302
Willow Grove, PA 19090

Via U.S. Mail, Postage Prepaid

Valentine & Kebartas, LLC
15 Union St., Suite 202
Lawrence, MA 01840

Via U.S. Mail, Postage Prepaid

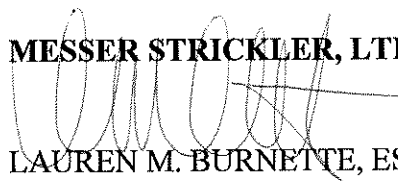
Global Credit & Collection Corp.
5440 N. Cumberland Ave., Suite 300
Chicago, IL 60656

Via U.S. Mail, Postage Prepaid

Credit Control, LLC
5757 Phantom Dr., Suite 330
Hazlewood, MO 63042

MESSER STRICKLER, LTD.

By:


LAUREN M. BURNETTE, ESQUIRE
PA Bar No. 92412
12276 San Jose Blvd
Suite 718
Jacksonville, FL 32223
(904) 527-1172
(904) 683-7353 (fax)

lburnette@messerstrickler.com

*Counsel for Defendants LVNV Funding, LLC and
Resurgent Capital Services, LP*

Dated: January 21, 2020

EXHIBIT A

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PENNSYLVANIA

JUDITH LOCKE

Received Resurgent 12/23/2019

vs.

LVNV FUNDING LLC

NO. 2019-28731

NOTICE TO DEFEND - CIVIL

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LAWYER REFERENCE SERVICE
MONTGOMERY BAR ASSOCIATION
100 West Airy Street (REAR)
NORRISTOWN, PA 19404-0268

(610) 279-9660, EXTENSION 201

PRIF0034
R 10/11

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PENNSYLVANIA

JUDITH LOCKE

Received Resurgent 12/23/2019

vs.

LVNV FUNDING LLC

NO. 2019-28731

CIVIL COVER SHEET

State Rule 205.5 requires this form be attached to any document commencing an action in the Montgomery County Court of Common Pleas. The information provided herein is used solely as an aid in tracking cases in the court system. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

Name of Plaintiff/Appellant's Attorney: TRAVIS LEE STARKS, Esq., ID: 323198

Self-Represented (Pro Se) Litigant ☐

Class Action Suit ☐ Yes ☒ No

MDJ Appeal ☐ Yes ☒ No

Money Damages Requested ☒

Commencement of Action:**Amount in Controversy:**

Complaint

\$50,000 or less

Case Type and Code

Miscellaneous:

Other

Other:

FDCPA/RELATED STATE LAW

Received Resurgent 12/23/2019

**IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY,
PENNSYLVANIA**

JUDITH LOCKE, an adult individual,

Plaintiff,

v.

LVNV FUNDING, LLC; RESURGENT
CAPITAL SERVICES, LP; VALENTINE
& KEBARTAS, LLC; GLOBAL CREDIT
& COLLECTION CORP.; and CREDIT
CONTROL, LLC, jointly and severally,

Defendants.

: CIVIL DIVISION

: Case No.

: **COMPLAINT IN CIVIL ACTION**

Filed on Behalf of Plaintiff
Judith Locke

Counsel of Record:

STARKS LAW

Travis L. Starks, Esquire
PA I.D. #323198

Vincent G. Trott, Esquire
PA I.D. #307545

1700 Market Street, Suite 1005
Philadelphia, PA 19103

Telephone No.: (267) 670-8051
Fax No.: (267) 670-8579
Email: info@starks.law

Received Resurgent 12/23/2019

THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PENNSYLVANIA

JUDITH LOCKE, an adult individual,

Plaintiff,

v.

LVNV FUNDING, LLC; RESURGENT
CAPITAL SERVICES, LP; VALENTINE
& KEBARTAS, LLC; GLOBAL CREDIT
& COLLECTION CORP.; and CREDIT
CONTROL, LLC, jointly and severally,

Defendants.

: CIVIL DIVISION

: Case No.

: NOTICE TO DEFEND

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Lawyer Referral Service
100 West Airy Street (Rear)
Norristown, Pennsylvania 19404-0268
(610) 279-9660, Extension 201

Received Resurgent 12/23/2019

**IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY,
PENNSYLVANIA**

JUDITH LOCKE, an adult individual,

Plaintiff,

v.

LVNV FUNDING, LLC; RESURGENT
CAPITAL SERVICES, LP; VALENTINE
& KEBARTAS, LLC; GLOBAL CREDIT
& COLLECTION CORP.; and CREDIT
CONTROL, LLC, jointly and severally,

Defendants.

: CIVIL DIVISION

: Case No.

: COMPLAINT IN CIVIL ACTION

COMPLAINT

AND NOW, comes the Plaintiff, Judith Locke, by and through her attorney, Travis L. Starks, Esquire, and files the following Complaint, and in support thereof Plaintiff avers the following:

INTRODUCTION

1. This case involves the continued harassment of the Plaintiff, along with violation of laws, illegally attempting to collect on a debt from the Plaintiff.
2. This is an action for damages brought by a consumer pursuant to the Fair Debt Collection Practices Act, 15 U.S.C. §1692 ("FDCPA"), the Pennsylvania Fair Credit Extension Uniformity Act, 73 P.S. §2270.1 *et. seq.* ("FCEUA"), the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. §§201-1 *et. seq.* ("UTCPL"), and the Fair Credit Reporting Act, 15 U.S.C. § 1681 ("FCRA").

Received Resurgent 12/23/2019

PARTIES

3. Plaintiff is Judith Locke, a resident of the Commonwealth of Pennsylvania and a consumer, as defined by 15 U.S.C. §1692a(3), who resides at 3 Willow Lane, Collegeville, PA 19426.
4. Defendant LVNV Funding, LLC ("LVNV") is a nationwide debt collector with a principal place of business at 15 South Main Street, Suite 600, Greenville, SC 29601.
5. Defendant Resurgent Capital Services, LP ("Resurgent") is a third-party servicing company specializing in the management of consumer debt and is contracted to Defendant LVNV to provide serving on this account. Resurgent's principal place of business is 55 Beattle Pl. #110, Greenville, SC 29601.
6. Defendant Valentine & Kebartas, LLC ("Valentine") is a nationwide debt collector with a principal place of business at 15 Union Street, Suite 202, Lawrence, MA 01840.
7. Defendant Global Credit & Collection Corp. ("GCC") is a nationwide debt collector with a principal place of business at 5440 N Cumberland Ave, Suite 300, Chicago, IL 60656.
8. Defendant Credit Control, LLC ("Credit Control") is a nationwide debt collector with a principal place of business at 5757 Phantom Drive, Suite 330, Hazelwood, MO 63042.
9. At all times relevant hereto, defendants were acting as debt collectors as that term is defined in the FDCPA, 15 U.S.C. § 1692a(6)
10. At all times material hereto, Defendants acted through their agents, servants and employees.

Received Resurgent 12/23/2019

FACTUAL BACKGROUND

11. On or around September 26, 2017, LVNV caused a lawsuit to be filed against Plaintiff in the Magisterial District Court 38-1-24 in Montgomery County PA, Docket Number MJ-38124-CV-0000424-2017 (the "Lawsuit"), seeking to collect an amount of \$2,325.77. The Docket Report is attached hereto as Exhibit "A".
12. Plaintiff first learned of LVNV's involvement in the collection of the alleged debt upon being served via USPS Certified Mail from the Magisterial District Court.
13. Plaintiff was not given a Validation Notice as required under 15 U.S.C. §1692g.
14. Without knowing the rights available to her and in a state of fear and panic, Plaintiff made a \$150 payment to LVNV in an attempt to establish a payment plan that would stop the lawsuit going forward.
15. Although LVNV accepted this payment, the lawsuit proceeded.
16. Plaintiff consulted with Starks Law regarding the legal matter on October 28, 2017 and retained Starks Law on November 30, 2017.
17. On December 6, 2017, arguments were heard in the Magisterial District Court. The Court ruled in favor of Judith Locke in the matter as LVNV lacked the account level documentation and evidence necessary to collect on the alleged debt.
18. LVNV has thereafter failed to return the \$150.00 sent to them by Plaintiff.
19. Notwithstanding the above, LVNV continued to report the debt at issue to the credit reporting agencies Equifax, TransUnion and Experian.
20. Plaintiff incurred attorney fees in defending against the collection complaint filed by LVNV.

Received Resurgent 12/23/2019

21. As a direct and proximate result of LVNV's conduct, Plaintiff suffered harm to her reputation, emotional distress, mental anguish and humiliation.
22. On or about the end of February 2018, Plaintiff notified her counsel that she received a letter from Valentine & Kebartas, LLC dated February 22, 2018 ("February 22, 2018 Letter"). A copy of the letter is attached hereto as Exhibit "B".
23. At no time did Valentine & Kebartas, LLC send a Validation Notice as required under 15 U.S.C. §1692g.
24. The February 22, 2018 Letter lists LVNV as the accounts "Current Creditor".
25. The February 22, 2018 Letter states that "a negative credit bureau report reflecting on your credit record may be submitted to a credit reporting agency by the current account owner if you fail to fulfill the terms of your credit obligations.".
26. The February 22, 2018 Letter indicates an alleged debt of \$2,175.77, which reflects the previously adjudicated debt reduced by the \$150.00 payment sent by Plaintiff.
27. The February 22, 2018 Letter lists several offers of settlement and gives only 10 days to make payment.
28. Plaintiff's counsel attempted to communicate with Valentine to notify them that this matter has already been adjudicated in favor of Judith Locke.
29. Valentine refused to speak to Plaintiff's counsel and insisted that Plaintiff first seek out and obtain a notarized Power of Attorney for her attorney before they would speak to them.
30. Valentine refused to allow Plaintiff's attorney to provide them with a copy of the Docket and Notice of Judgment listing Plaintiff's attorney and showing the matter had been previously adjudicated in favor Judith Locke.

Received Resurgent 12/23/2019

31. Within 30 days, Plaintiff received another communication from Valentine with identical settlement offers. A copy of the letter is attached hereto as Exhibit "C".
32. The communication was directed to Plaintiff although Valentine knew Plaintiff was represented by an attorney and had knowledge of, or could have readily ascertained, the name and address of Plaintiff's attorney.
33. The communication was written and mailed far enough after Defendant was notified that the matter had already been previously adjudicated to have been able to verify.
34. The communication also contained a 10-day period in which Plaintiff was to make payment for one of the offers all of which are identical to the offers listed in the communication dated February 22, 2018.
35. On May 20, 2018, Plaintiff notified counsel that they had received another communication, dated May 9, 2018 ("May 9, 2018 Letter"), from another debt collector by the name of Global Credit & Collections Corp. A copy of the letter is attached hereto as "Exhibit D".
36. The May 9 Letter lists LVNV as the "Current Creditor".
37. The May 9 Letter states they "have been authorized to collect the outstanding amount owed."
38. The May 9 Letter states "Your delinquent Credit One Bank, N.A. account has been placed with our company for collections. We have been authorized to collect the outstanding amount owed."
39. The May 9, 2018 Letter states "If you do not pay the debt, LVNV Funding LLC may report or continue to report it to the credit reporting agencies as unpaid."

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40. On or about the end of November 2018, Plaintiff received a letter ("November 29, 2018 Letter") from another debtor collector known as Credit Control, LLC ("Credit Control"). A copy of the letter is attached hereto as "Exhibit E".
41. The November 29, 2018 Letter states that "This letter is to advise you that your account is past due and that this office is attempting to collect this account."
42. The November 29, 2018 Letter further states that "Please note that a negative credit record may be submitted to a credit reporting agency by current account owner if you fail to fulfill the terms of your credit obligations."
43. On or about July 9, 2019, Plaintiff received a second letter ("July 2019 Letter") from Credit Control stating that they had been retained by LVNV.
44. The July 2019 Letter lists LVNV as the "Current Creditor".
45. The July 2019 Letter contained settlement offers for Plaintiff to "[r]esolve your account for less than the amount due."
46. At all times, Defendant LVNV's actions both were in concert with, and had reasonable control over, its codefendants.

FAIR DEBT COLLECTION PRACTICES ACT

47. Defendants violated the Fair Debt Collection Practices Act ("FDCPA"), 15 U.S.C. § 1692 et seq.
48. The FDCPA prohibits collectors from engaging in deceptive and unfair practices in the collection of consumer debt.
49. Defendants are subject to strict liability for violations of the provisions of the FDCPA.

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50. It is the purpose of the FDCPA to eliminate abusive debt collection practices by debt collectors, to ensure that those debt collectors who refrain from using abusive debt collection practices are not competitively disadvantaged, and to promote consistent State action to protect consumers against debt collection abuses.
51. The FDCPA is to be enforced by private attorney generals. *Bogacki v. Regal Collections*, 385 F.3d 337,345 (3d Cir. 2004). The FDCPA provides for a fee shifting provision, the debt collector shall pay attorney fees.
52. 15 U.S.C. 1692a(6) "The term 'debt collector' means any person who uses any instrumentality of interstate commerce or the mails in any business the principal purpose of which is the collection of any debts, or who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another."
53. Violations of the FDCPA, FCEUA and UTPCPL are strict liability offenses. Plaintiff does not have to establish intent in order to establish a violation of the statute and incur statutory liability against the Defendants.

COUNT I: FAIR DEBT COLLECTION PRACTICES ACT
As to Defendants LVNV and Resurgent

54. The proceeding paragraphs are herein incorporated by reference.
55. At all times, based on information provided by LVNV on their own website (<http://lvnvvfunding.com>), Resurgent acted as the "manager and servicer" for LVNV on this account, and controlled all collection attempts on this account.
56. Thus, Resurgent shares liability for all of the actions stated in this count.

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57. LVNV's continued credit reporting of the alleged debt to the three credit reporting agencies violated 15 U.S.C. §1692e(2)(A) and U.S.C. §1692e(10) by using a false, deceptive or misleading representations and means in connection with the collection of a consumer debt.
58. LVNV's continued effort to collect the debt by using additional 3rd party collection agencies violated 15 U.S.C. §1692e(2)(A) and U.S.C. §1692e(10) by using a false, deceptive or misleading representations and means in connection with the collection of a consumer debt.
59. LVNV's use of additional debt collection agencies was a deceptive action by making the Plaintiff believe that she only had the options of paying the amount alleged or be the target of a never-ending effort to collect a debt by an increasing amount of debt collection agencies.
60. LVNV's failure to return the \$150 is a false representation that money is owed them and therefore not returnable in violation of 15 U.S.C. §1692e.
61. LVNV's ongoing efforts to collect this debt in general is a violation of 15 U.S.C. §1692d that states "A debt collector may not engage in any conduct the natural consequence of which is to harass, oppress, or abuse any person in connection with the collection of a debt."
62. LVNV's continued efforts to collect a debt that has already been adjudicated by the courts in this jurisdiction is an attempt to harass Plaintiff until payment is made.
63. Defendants' communication directly with Plaintiff instead of through Plaintiff's counsel violated 15 U.S.C. §1692c(a)(2) which prohibits a debt collector from directly communicating with a consumer where "the debt collector knows the consumer is

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represented by an attorney with respect to such debt and has knowledge of, or can readily ascertain, such attorney's name and address...".

64. Defendants' actions, both individually and in coordination with its codefendants, showed a wanton and willful disregard for the plain language of the statute.

WHEREFORE, Plaintiff request that the Court enter judgment in favor of Plaintiff and against Defendant as follows.

- (1) Actual damages with treble damages as allowed by statute;
- (2) Award Plaintiff statutory damages in the amount of One Thousand Dollars (\$1,000) for each violation of the FDCPA or each separate and discrete incident in which defendants have violated the FDCPA, in that Plaintiff could have brought separate actions but consolidated same for judicial economy. *Rabideau v. Management Adjustment Bureau*, 805 F. Supp. 1086, 1095 (W.D.N.Y. 1992)
- (3) Award Plaintiff damages for anxiety, harassment, and intimidation directed at Plaintiff in an amount to be determined by this Honorable Court.
- (4) Award Plaintiff court costs in this litigation,
- (5) Award Plaintiff a reasonable attorney's fees for hours reasonably expended by her attorney in vindicating Plaintiff's rights under the FDCPA, permitted by 15 U.S.C. §1692k(a)(3).
- (6) Award any such other relief as this Honorable Court deems necessary and proper or law or equity may provide, including but not limited to punitive damages and sanctions.

COUNT II: FAIR DEBT COLLECTION PRACTICES ACT
As to Defendant Valentine & Kebartas

65. The proceeding paragraphs are herein incorporated by reference.

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66. Defendant, by mailing or causing to be mailed a collection letter to Plaintiff after the matter had already been adjudicated violated 15 U.S.C. §1692e(2)(A) by falsely representing the legal status of a debt.
67. Defendant failed to provide a validation notice in violation of 15 U.S.C. §1692g(a).
68. Defendant's communication directly with Plaintiff instead of through Plaintiff's counsel violated 15 U.S.C. §1692c(a)(2) which prohibits a debt collector from directly communicating with a consumer where "the debt collector knows the consumer is represented by an attorney with respect to such debt and has knowledge of, or can readily ascertain, such attorney's name and address...".
69. Defendant continued to try and collect a debt, after being notified by Plaintiff's attorney that the debt alleged had previously been adjudicated. This violated 15 U.S.C. §1692d which prohibits a debt collector from engaging "in any conduct the natural consequence of which is to harass, oppress, or abuse any person in connection with the collection of a debt".
70. Defendants continues and repeated attempts to collect from the Plaintiff, both individually and in coordination with its codefendants, showed a wanton and willful disregard for the plain language of the statute.

WHEREFORE, Plaintiff request that the Court enter judgment in favor of Plaintiff and against Defendant as follows.

- (1) Actual damages with treble damages as allowed by statute;
- (2) Award Plaintiff statutory damages in the amount of One Thousand Dollars (\$1,000) for each violation of the FDCPA or each separate and discrete incident in which defendants have violated the FDCPA *Rabideau v. Management Adjustment Bureau*, 805 F. Supp.

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1086, 1095 (W.D.N.Y. 1992), in that Plaintiff could have brought separate actions but consolidated same for judicial economy.

- (3) Award Plaintiff damages for anxiety, harassment, and intimidation directed at Plaintiff in an amount to be determined by this Honorable Court.
- (4) Award Plaintiff court costs in this litigation,
- (5) Award Plaintiff a reasonable attorney's fees for hours reasonably expended by her attorney in vindicating Plaintiff's rights under the FDCPA, permitted by 15 U.S.C. §1692k(a)(3).
- (6) Award any such other relief as this Honorable Court deems necessary and proper or law or equity may provide, including but not limited to punitive damages and sanctions.

COUNT III: FDCPA FAIR DEBT COLLECTION PRACTICES ACT
As to Defendants Global Credit & Collection Corp. and Credit Control LLC

- 71. The proceeding paragraphs are herein incorporated by reference.
- 72. Defendants, by mailing or causing to be mailed a collection letter to Plaintiff after the matter had already been adjudicated violated 15 U.S.C. §1692e(2)(A) by falsely representing the legal status of a debt.
- 73. Defendants' communication directly with Plaintiff instead of through Plaintiff's counsel violated 15 U.S.C. §1692c(a)(2) which prohibits a debt collector from directly communicating with a consumer where "the debt collector knows the consumer is represented by an attorney with respect to such debt and has knowledge of, or can readily ascertain, such attorney's name and address..."

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74. Defendants, by mailing or causing to be mailed a collection letter to Plaintiff after the matter had already been adjudicated violated 15 U.S.C. §1692d which prohibits a debt collector from engaging “in any conduct the natural consequence of which is to harass, oppress, or abuse any person in connection with the collection of a debt”.

75. Defendants continues and repeated attempts to collect from the Plaintiff, both individually and in coordination with its codefendant LVNV, showed a wanton and willful disregard for the plain language of the statute.

WHEREFORE, Plaintiff request that the Court enter judgment in favor of Plaintiff and against Defendant as follows.

- (1) Actual damages with treble damages as allowed by statute;
- (2) Award Plaintiff statutory damages in the amount of One Thousand Dollars (\$1,000) for each violation of the FDCPA or each separate and discrete incident in which defendants have violated the FDCPA, in that Plaintiff could have brought separate actions but consolidated same for judicial economy. *Rabideau v. Management Adjustment Bureau*, 805 F. Supp. 1086, 1095 (W.D.N.Y. 1992)
- (3) Award Plaintiff damages for anxiety, harassment, and intimidation directed at Plaintiff in an amount to be determined by this Honorable Court.
- (4) Award Plaintiff court costs in this litigation,
- (5) Award Plaintiff a reasonable attorney’s fees for hours reasonably expended by her attorney in vindicating Plaintiff’s rights under the FDCPA, permitted by 15 U.S.C. §1692k(a)(3).
- (6) Award any such other relief as this Honorable Court deems necessary and proper or law or equity may provide, including but not limited to punitive damages and sanctions.

COUNT IV: FAIR CREDIT EXTENSION UNIFORMITY ACT

76. The proceeding paragraphs are herein incorporated by reference.
77. If this Honorable Court finds that the Defendants are not liable under the FDCPA, they still remain liable to the Plaintiff under the FCEUA.
78. The FCEUA states that "It shall constitute an unfair or deceptive debt collection act or practice under this act if a debt collector violates any of the provisions of the Fair Debt Collection Practices Act (Public Law 95-109, 15 U.S.C. § 1692 et seq.)." 73 P.S. §2270.4(a)
79. The language of the FCEUA extends liability not just to debt collectors, but also to creditors. *Id.* at §2270.4(b)
80. As noted on all communications from all the defendants acting as debt collectors, that LVNV stood not only as a third-party debt collector, but also as the creditor under the definition of the FCEUA.
81. Defendants, both collectively and individually, acted with willful and wanton disregard for the language of the FCEUA.
82. Defendants violated 73 P.S. §2270.4(b)(2)(ii) by attempting to communicate directly with the Plaintiff after the creditor was aware, or reasonably should have been aware that Plaintiff was represented by counsel for this debt, and without the prior consent of the Plaintiff.
83. Defendants violated 73 P.S. §2270.4(b)(4) by their repeated actions of which was the clear intent to "[h]arass, oppress or abuse any person in connection with the collection of a debt."
84. Defendants violated 73 P.S. §2270.4(b)(5) by making "[f]alse, deceptive or misleading representation or means in connection with the collection of any debt."

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85. Defendants specifically violated 73 P.S. §2270.4(b)(5)(ii) by repeatedly stating that Plaintiff owed a debt.

86. Defendants violated 73 P.S. §2270.4(b)(6) through the use of “[u]nfair or unconscionable means to collect or attempt to collect any debt.”

WHEREFORE, Plaintiff request that the Court enter judgment in favor of Plaintiff and against Defendant as follows.

- (1) Actual damages, with treble damages applied;
- (2) Award Plaintiff statutory damages in the amount of One Hundred Dollars (\$100) for each violation of the FCUEA against each defendant, as that Plaintiff could have brought separate actions but consolidated same for judicial economy.
- (3) Award Plaintiff damages for anxiety, harassment, and intimidation directed at Plaintiff in an amount to be determined by this Honorable Court.
- (4) Award Plaintiff court costs in this litigation,
- (5) Award Plaintiff a reasonable attorney’s fees for hours reasonably expended by her attorney in vindicating Plaintiff’s rights under the FCEUA through the UTPCPL, as permitted by 73 P.S. §201-9.2(a).
- (6) Award any such other relief as this Honorable Court deems necessary and proper or law or equity may provide, including but not limited to punitive damages, sanctions and a permanent injunction.

COUNT V: UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW

87. The proceeding paragraphs are herein incorporated by reference.

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88. As noted by both state and federal courts in this jurisdiction, The FCEUA's enforcement provision states: "If a debt collector or creditor engages in an unfair or deceptive collection act or practice under this act, it shall constitute a violation of the ... [UTCPL]...it is enforced through the remedial provision of the UTCPL." *Kaymark v. Bank of Am., N.A.*, 783 F.3d 168, 182 (3d Cir. 2015).
89. Further, under the UTCPL, 73 P.S. §201-2(4)(xxi), Defendants' behavior as demonstrated above acted as "Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding."
90. Defendants acted both individually and in concert with Defendant LVNV.

WHEREFORE, Plaintiff request that the Court enter judgment in favor of Plaintiff and against Defendant as follows.

- (1) Actual damages;
- (2) Award Plaintiff statutory damages in the amount of One Hundred Dollars (\$100) for each violation of the UTCPL against each defendant, as that Plaintiff could have brought separate actions but consolidated same for judicial economy.
- (3) Award Plaintiff damages for anxiety, harassment, and intimidation directed at Plaintiff in an amount to be determined by this Honorable Court.
- (4) Award Plaintiff court costs in this litigation,
- (5) Award Plaintiff a reasonable attorney's fees for hours reasonably expended by her attorney in vindicating Plaintiff's rights under the UTCPL, as permitted by 73 P.S. §201-9.2(a).

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- (6) Award any such other relief as this Honorable Court deems necessary and proper or law or equity may provide, including but not limited to treble damages, punitive damages, sanctions and a permanent injunction.

COUNT V: FAIR CREDIT REPORTING ACT

91. The proceeding paragraphs are herein incorporated by reference.
92. Defendants have each violated the FCRA both in their individual capacities, and in acting in concert, as evidenced by the letters attached hereto as exhibits.
93. Defendants have violated 15 U.S.C. §1681s-2(a)(1)(A) for reporting this account to the consumer reporting agencies with actual knowledge of errors, as this account has already been adjudicated that Plaintiff is not liable to Defendant.
94. Defendants LVNV and Valentine have violated 15 U.S.C. §1681s-2(a)(1)(B) as they continued to report the account delinquent to the credit reporting agencies even when Plaintiff's counsel has contacted the Defendants, and in the case of Valentine, been offered proof of the judgment in favor of Plaintiff against LVNV.
95. Defendants have violated 15 U.S.C. §1681s-2(a)(2)(B) by providing information to the consumer reporting agencies that they know or reasonably should have known was not complete and accurate.
96. Defendants have violated 15 U.S.C. §1681s-2(a)(3) for failing to provide notice to the credit reporting agencies that Plaintiff has disputed the validity of the account owned by LVNV.
97. Defendants have violated 15 U.S.C. §1681s-2(a)(8) by refusing to investigate the disputed account based upon the information provided by both Plaintiff and Plaintiff's counsel. Defendants' violations of the act are willful because they persisted after they were

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contacted and notified by Plaintiff's attorneys that the account had been adjudicated and a judgment entered that Plaintiff has no liability to LVNV Funding on the account.

98. Defendants' violations of the act are negligent because they should be aware that the account had been adjudicated and a judgment entered that Plaintiff has no liability to LVNV Funding on the account.

WHEREFORE, Plaintiff request that the Court enter judgment in favor of Plaintiff and against Defendant as follows.

- (1) Actual damages;
- (2) Award Plaintiff statutory damages in the amount of One Thousand Dollars(\$1,000) for each violation of the FCRA as prescribed under 15 U.S.C. §1681.
- (3) Award Plaintiff damages for anxiety, harassment, and intimidation directed at Plaintiff in an amount to be determined by this Honorable Court.
- (4) Award Plaintiff court costs in this litigation,
- (5) Award Plaintiff a reasonable attorney's fees for hours reasonably expended by her attorney in vindicating Plaintiff's rights under the FCRA, permitted by 15 U.S.C. §1681n(a)(3).
- (6) Award any such other relief as this Honorable Court deems necessary and proper or law or equity may provide, including but not limited to punitive damages, sanctions and a permanent injunction.

Received Resurgent 12/23/2019

Date: Dec 13, 2019

Respectfully Submitted,

By:



STARKS LAW

Travis L. Starks, Esq.

Pa. ID. #323198

Vincent G. Trott, Esq.

Pa. ID #307545

Attorneys for Plaintiff


Received Resurgent 12/23/2019

VERIFICATION

I, Judith Locke, Plaintiff, aver that the statements contained in the foregoing Complaint in Civil Action are true and correct to the best of my information, knowledge and belief, and are made subject to the penalties of 18 Pa. Cons. Stat. Ann. § 4904 relating to the unsworn falsification to authorities

Date: Dec 13, 2019

By:


Judith Locke (Dec 13, 2019)

Received Resurgent 12/23/2019

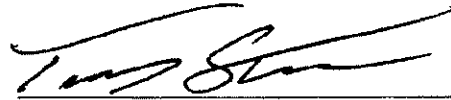
CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the Case Records Public Access Policy of the Unified Judicial System of Pennsylvania that require filing confidential information and documents differently than non-confidential information and documents.

Date: Dec 13, 2019

Respectfully Submitted,

By:



STARKS LAW

Travis L. Starks, Esq.
Pa. ID. #323198

Vincent G. Trott, Esq.
Pa. ID #307545

Attorneys for Plaintiff

Magisterial District Judge 38-1-24 Exhibit A

Docket Number: MJ-38124-CV-0000424-2017

Civil Docket

Page 1 of 2



LVNV Funding LLC
v.
Judith Locke

<u>Judge Assigned:</u>	Magisterial District Judge Albert J. Augustine	<u>File Date:</u>	09/26/2017
<u>Claim Amount:</u>	\$2,325.77	<u>Case Status:</u>	Closed
<u>Judgment Amount:</u>		<u>County:</u>	Montgomery

<u>Case Calendar</u>	<u>Schedule</u>			<u>Judge Name</u>	<u>Schedule</u>
<u>Event Type</u>	<u>Start Date</u>	<u>Start Time</u>	<u>Room</u>		<u>Status</u>
Civil Action Hearing	10/31/2017	9:00 am		Magisterial District Judge Albert J. Augustine	Continued
Civil Action Hearing	12/06/2017	10:30 am		Magisterial District Judge Albert J. Augustine	Scheduled

<u>Participant Type</u>	<u>Participant Name</u>	<u>Address</u>
Plaintiff	LVNV Funding LLC	Greenville, SC 29603
Defendant	Locke, Judith	Collegeville, PA 194261635

<u>Docket Number</u>	<u>Plaintiff</u>	<u>Defendant</u>	<u>Disposition</u>	<u>Disposition Date</u>
MJ-38124-CV-0000424-2017	LVNV Funding LLC	Judith Locke	Judgment for Defendant	12/06/2017

Private
Name: Ralph Guiko, Esq.
Representing: LVNV Funding LLC
Counsel Status: Active - Entry of Appearance
Supreme Court No.: 032771
Phone No.: 973-753-5100
Address: Pressler and Pressler, LLP
7 Entin Rd.
Parsippany, NJ 07054-5020
Entry of Appearance Filed Dt: 09/26/2017
Withdrawal of Entry of Appearance Filed Dt:

Private
Name: Travis Lee Starks, Esq.
Representing: Locke, Judith
Counsel Status: Active - Entry of Appearance
Supreme Court No.: 323198
Phone No.: 267-670-8051
Address: Starks Law
1700 Market Street, Suite 1005
Philadelphia, PA 19103
Entry of Appearance Filed Dt: 12/05/2017
Withdrawal of Entry of Appearance Filed Dt:

MDJS 1200

Printed: 06/14/2018 12:37 am

Recent entries made in the court filing offices may not be immediately reflected on these docket sheets. Neither the courts of the Unified Judicial System of the Commonwealth of Pennsylvania nor the Administrative Office of Pennsylvania Courts assumes any liability for inaccurate or delayed data, errors or omissions on these docket sheets. You should verify that the information is accurate and current by personally consulting the official record repositing in the court wherein the record is maintained.

Magisterial District Judge 38-1-24

Docket Number: MJ-38124-CV-0000424-2017

Civil Docket

LVNV Funding LLC

v.

Judith Locke

Page 2 of 2

<u>Filed Date</u>	<u>Entry</u>	<u>Filer</u>	<u>Applies To</u>
2/06/2017	Judgment for Defendant	Magisterial District Court 38-1-24	Judith Locke, Defendant
2/05/2017	Entry of Appearance Filed	Travis Lee Starks, Esq.	Judith Locke, Defendant
0/31/2017	Intent to Defend Filed	Judith Locke	Judith Locke, Defendant
10/31/2017	Certified Civil Complaint Accepted	Magisterial District Court 38-1-24	Judith Locke, Defendant
09/26/2017	Certified Civil Complaint Issued	Magisterial District Court 38-1-24	Judith Locke, Defendant
09/26/2017	Entry of Appearance Filed	Ralph Guiko, Esq.	LVNV Funding LLC, Plaintiff
09/26/2017	Civil Complaint Filed	LVNV Funding LLC	

DJS 1200

Page 2 of 2

Printed: 08/14/2018 12:37 am

Recent entries made in the court filing offices may not be immediately reflected on these docket sheets. Neither the courts of the Unified Judicial System of the Commonwealth of Pennsylvania nor the Administrative Office of Pennsylvania Courts assumes any liability for inaccurate or delayed data, errors or omissions on these docket sheets. You should verify that the information is accurate and current by personally consulting the official record reposing in the court wherein the record is maintained.

P.O. BOX 5804
TROY MI 48067-6804
RETURN SERVICE REQUESTED

Exhibit B

Valentine & Kebartas, LLC

P.O. Box 325 • Lawrence, MA 01842
800-482-4884

Office Hours
Monday - Thursday: 8am - 8pm
Friday: 8am - 5pm
Saturday: 8am - Noon

February 22, 2018

9-OTVAK10 L318
P7ZNI000400263 -539751064 100608
JUDITH LOCKE
3 WILLOW LN
COLLEGEVILLE PA 19428-1635

Account No.: [REDACTED] 187
Current Creditor: LNV FUNDING LLC
Original Creditor: CREDIT ONE BANK N.A.
Current Due: \$2,175.77

SETTLEMENT OFFER

JUDITH LOCKE:

letter is to inform you of a special offer on the collection account listed above.

Client wants our records to reflect that they have made every attempt to resolve this matter. Please see the options listed below approved by our client at this time.

Take advantage of a discount up to 40% off the current balance: Make a one-time payment on or before 2/28/2018.

Take advantage of a discount up to 30% off the current balance: Make three payments: 1st payment due by 2/28/2018, 2nd payment due by 3/28/2018, 3rd payment due by 4/28/2018.

Take advantage of a discount up to 20% off the current balance: Make nine payments: 1st payment due by 2/28/2018, 2nd payment due by 3/28/2018, 3rd payment due by 4/28/2018, 4th payment due by 5/28/2018, 5th payment due by 6/28/2018, 6th payment due by 7/28/2018, 7th payment due by 8/28/2018, 8th payment due by 9/28/2018, 9th payment due by 10/28/2018.

Please call to 800-482-4884 within 10 days to secure one of the above options.

Upon securing one of the above options, we will notify our client that a satisfactory arrangement has been made to settle the above debt.

Please note that a negative credit bureau report reflecting on your credit record may be submitted to a credit reporting agency by the current account owner if you fail to meet the terms of your credit obligations. This notice in no way affects any rights you may have.

Important Notice

This is an attempt to collect a debt. Any information obtained will be used for that purpose.

This communication is from a debt collector.

Any payments or credits in excess of the agreed settlement amount will be applied against the account's outstanding balance.

X Detach Bottom Portion And Return With Payment X

Account No.: [REDACTED] 187
Current Due: \$2,175.77
Current Creditor: LNV FUNDING LLC

IF PAYING BY CREDIT CARD, PLEASE COMPLETE BELOW		
<input type="checkbox"/> Visa	<input type="checkbox"/> Mastercard	
Card Number	Must include 3 Digit Security Code From Back of Card	
Signature	Exp. Date	Amount
Printed Name	I AUTHORIZE CREDIT CARD PAYMENT FOR AMOUNT SHOWN BELOW	
AMOUNT OF PAYMENT \$		

VALENTINE & KEBARTAS, LLC

P.O. BOX 325
LAWRENCE MA 01842-0825

February 22, 2018

L-315

P.O. BOX 5804
TROY, MA 06067-5804
RETURN SERVICE REQUESTED

Exhibit C

Valentine & Kebartas, LLC

P.O. Box 325 • Lawrence, MA 01842
800-462-4884

Office Hours
Monday - Thursday: 8am - 8pm
Friday: 8am - 5pm
Saturday: 8am - Noon

March 20, 2018

Account No.: 3440
Current Creditor: LVNV FUNDING LLC
Original Creditor: FNBH LLC
Current Due: \$2,176.77

Received Resurgent 12/2/2018
S-OTVAK10 L-316
P833800401825 - 841990128 103080
JUDITH LOCKE
3 WILLOW LN
COLLEGEVILLE PA 19426-1635

SETTLEMENT OFFER

JUDITH LOCKE:

This letter is to inform you of a special offer on the collection account listed above.

Our client wants our records to reflect that they have made every attempt to resolve this matter. Please see the options listed below approved by our client at this time.

Take advantage of a discount up to 40% off the current balance. Make a one-time payment on or before 3/30/2018.

Take advantage of a discount up to 30% off the current balance. Make three payments: 1st payment due by 3/30/2018, 2nd payment due by 4/30/2018, 3rd payment due by 5/30/2018.

Take advantage of a discount up to 20% off the current balance. Make nine payments: 1st payment due by 3/30/2018, 2nd payment due by 4/30/2018, 3rd payment due by 5/30/2018, 4th payment due by 6/30/2018, 5th payment due by 7/30/2018, 6th payment due by 8/30/2018, 7th payment due by 9/30/2018, 8th payment due by 10/30/2018, 9th payment due by 11/30/2018.

Please call to 800-462-4884 within 10 days to secure one of the above options.

Upon securing one of the above options, we will notify our client that a satisfactory arrangement has been made to settle the above debt.

Please note that a negative credit bureau report reflecting on your credit record may be submitted to a credit reporting agency by the current account owner if you fail to settle the terms of your credit obligations. This notice in no way affects any rights you may have.

Important Notice

This is an attempt to collect a debt. Any information obtained will be used for that purpose.
This communication is from a debt collector.

Any payments or credits in excess of the agreed settlement amount will be applied against the account's outstanding balance.

X Detach Bottom Portion And Return With Payment X

Account No.: 3440
Current Due: \$2,176.77
Current Creditor: LVNV FUNDING LLC

PAYMENT BY VISA OR MASTERCARD		
<input checked="" type="checkbox"/> VISA	<input type="checkbox"/> MASTERCARD	
Card Number	Must include 3 Digit Security Code From Back of Card	
Signature	Exp. Date	Amount
Printed Name	I AUTHORIZE CREDIT CARD PAYMENT FOR AMOUNT SHOWN BELOW	
AMOUNT OF PAYMENT \$		

VALENTINE & KEBARTAS, LLC
P.O. BOX 325
LAWRENCE MA 01842-0825

March 20, 2018

L-315

Case# 2019-28731-0 Docketed at Montgomery County Prothonotary on 12/16/2019 11:47 AM, Fee = \$296.00
The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

Printed Name: Judith Locke

GLOBAL

Exhibit D

CREDIT CARD RECEIPT 12/03/2019

28532885

1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.

01063201B2537100145719438163503---EXW100HAE17

Global Credit & Collection Corp.
5440 N Cumberland Ave STE 300
Chicago IL 60656-1490

Detach Upper Portion and Return with Payment

Account Number	Account Name	Balance
34316444	*****8329	2175.77
Current Period		
LVNV Funding LLC		

Your delinquent Credit One Bank, N.A. account has been placed with our company for collections. We have been authorized to collect the outstanding amount owed.

The law limits how long you can be sued on a debt. Because of the age of your debt, LVNV Funding LLC will not sue you for it. If you do not pay the debt, LVNV Funding LLC may report or continue to report it to the credit reporting agencies as unpaid.

Collections Department
1-888-306-0514

Hours of Operation:

Monday-Thursday 8:00 am - 9:00 pm CST / Friday 8:00 am - 5:00 pm CST / Saturday 8:00 am - 12 Noon CST

This is an attempt to collect a debt by a debt collector. Any information obtained will be used for that purpose.

PLEASE SEE REVERSE SIDE FOR IMPORTANT INFORMATION

70: TRAVIS STARK, Esq.
4/20/18

PRIVACY NOTICE

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This Privacy Notice is being provided on behalf of each of the following related companies (collectively, the "Resurgent Companies"). It describes the general policy of the Resurgent Companies regarding the personal information of customers and former customers.

Resurgent Capital Services L.P.
Sherman Acquisition L.L.C.
SFG REO, LLC
Pinnacle Credit Services, LLC
Sherman Originator LLC

QACV of Colorado, LLC
LVNV Funding, LLC
PYOD LLC
CACH, LLC

Resurgent Capital Services PR LLC
Sherman Originator III LLC
Anson Street LLC
Ashley Funding Services LLC

Information We May Collect. The Resurgent Companies may collect the following personal information: (1) information that we receive from your account file at the time we purchase or begin to service your account, such as your name, address, social security number, and assets; (2) information that you may give us through discussion with you, or that we may obtain through your transactions with us, such as your income and payment history; (3) information that we receive from consumer reporting agencies, such as your creditworthiness and credit history, and (4) information that we obtain from other third party information providers, such as public records and databases that contain publicly available data about you, such as bankruptcy and mortgage filings. All of the personal information that we collect is referred to in this notice as "collected information".

Confidentiality and Security of Collected Information. At the Resurgent Companies, we restrict access to

collected information about you to individuals who need to know such collected information in order to perform certain services in connection with your account. We maintain physical safeguards (like restricted access), electronic safeguards (like encryption and password protection), and procedural safeguards (such as authentication procedures) to protect collected information about you.

Sharing Collected Information with Affiliates. From time to time, the Resurgent Companies may share collected information about customers and former customers with each other in connection with administering and collecting accounts to the extent permitted under the Fair Debt Collection Practices Act or applicable state law.

Sharing Collected Information with Third Parties. The Resurgent Companies do not share collected information about customers or former customers with third parties, except as permitted in connection with administering and collecting accounts under the Fair Debt Collections Practices Act and applicable state law.

04262016

101. IRVING STARK, Esq. (3/20/18)
P.O. BOX 5804
TROY MI 48007-5804
RETURN SERVICE REQUESTED

Valentine & Kebartas, LLC

P.O. Box 325 - Lawrence, MA 01842-0323/2019
800-482-4884

Office Hours

Monday - Thursday: 8am - 8pm
Friday: 8am - 5pm
Saturday: 8am - Noon

May 4, 2018



S-OTVAKI10 L-315
P89YHK00200934 -545591964 I01868
JUDITH LOCKE
3 WILLOW LN
COLLEGEVILLE PA 19426-1635

Account No.: 790314

Current Creditor: LVNV FUNDING LLC

Original Creditor : FNBK LLC

Current Due: \$2,175.77

SETTLEMENT OFFER

JUDITH LOCKE:

This letter is to inform you of a special offer on the collection account listed above.

Our client wants our records to reflect that they have made every attempt to resolve this matter. Please see the options listed below approved by our client at this time

Take advantage of a discount up to 40% off the current balance: Make a one-time payment on or before 5/18/2018.

Take advantage of a discount up to 30% off the current balance: Make three payments: 1st payment due by 5/18/2018, 2nd payment due by 6/18/2018, 3rd payment due by 7/18/2018.

Take advantage of a discount up to 20% off the current balance: Make nine payments: 1st payment due by 8/18/2018, 2nd payment due by 9/18/2018, 3rd payment due by 10/18/2018, 4th payment due by 11/18/2018, 5th payment due by 12/18/2018, 6th payment due by 1/18/2019, 7th payment due by 2/18/2019, 8th payment due by 3/18/2019, 9th payment due by 4/18/2019.

Please call to 800-482-4884 within 10 days to secure one of the above options.

Upon securing one of the above options, we will notify our client that a satisfactory arrangement has been made to settle the above debt.

Please note that a negative credit bureau report reflecting on your credit record may be submitted to a credit reporting agency by the current account owner if you fail to fulfill the terms of your credit obligations. This notice in no way affects any rights you may have.

Important Notice

This is an attempt to collect a debt. Any information obtained will be used for that purpose.
This communication is from a debt collector.

Any payments or credits in excess of the agreed settlement amount will be applied against the account's outstanding balance.

X Detach Bottom Portion And Return With Payment X

Account No.: 790314
Current Due: \$2,175.77
Current Creditor: LVNV FUNDING LLC

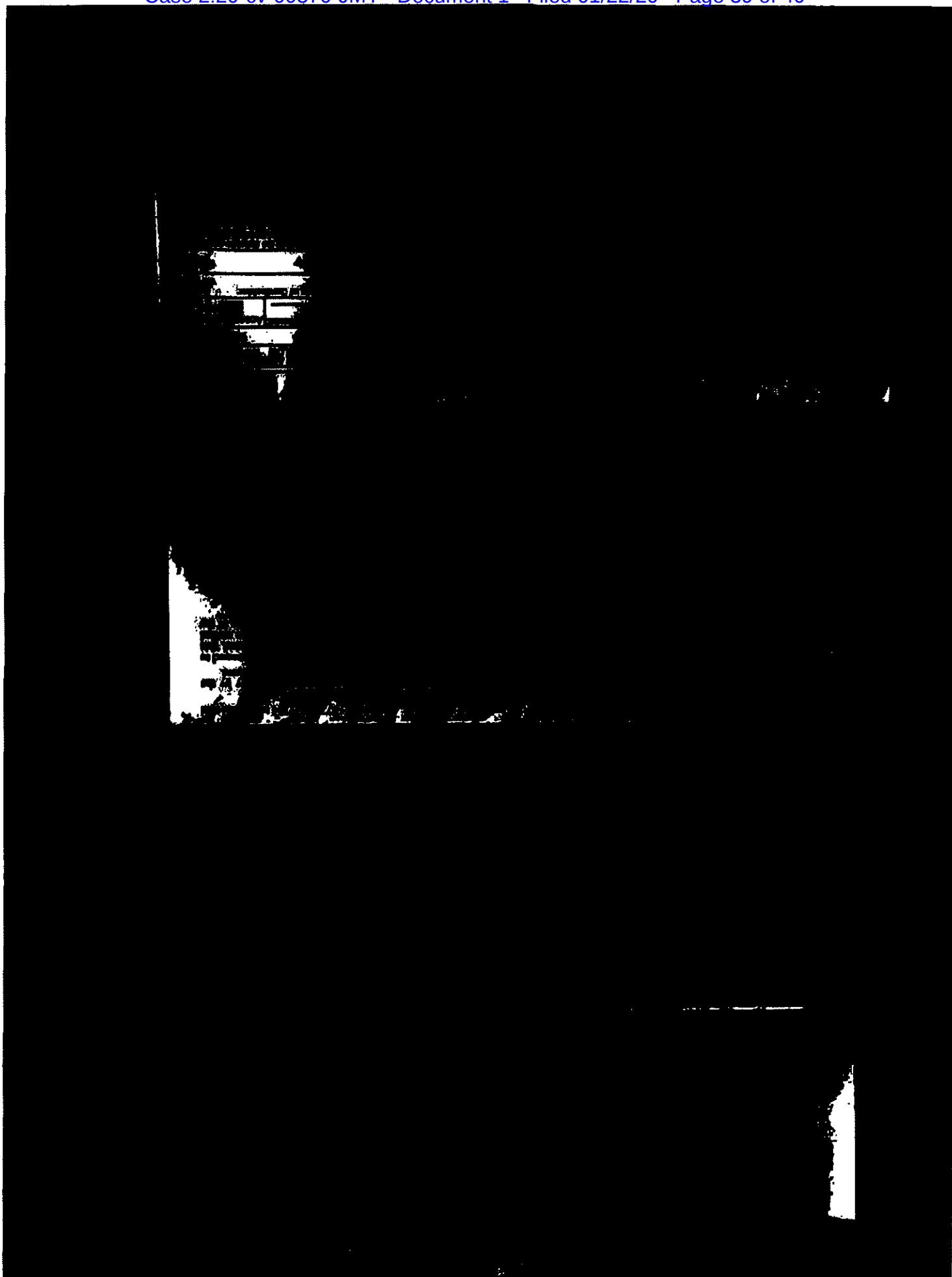
IF PAYING BY VISA OR MASTERCARD COMPLETE BELOW		
<input checked="" type="checkbox"/> VISA	<input type="checkbox"/> MASTERCARD	
Card Number	Must include 3 Digit Security Code From Back of Card	
Signature	Exp. Date	Amount
Printed Name	I AUTHORIZE CREDIT CARD PAYMENT FOR AMOUNT SHOWN BELOW	
AMOUNT OF PAYMENT \$		

REMIT TO:

VALENTINE & KEBARTAS, LLC.
P.O. BOX 325
LAWRENCE MA 01842-0625

May 4, 2018

L-315



06250010060108



CERTIFIED MAIL®



9414 8118 9956 1109 5537 31

Resurgent Capital Services LP
55 Beattle Pl #110
Greenville SC 29601



STARKS LAW

→ Peace of Mind Starts Here

1700 MARKET ST., SUITE 1005
PHILADELPHIA, PA 19103

